

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In Re:

JODI A KNOX  
AKA JODI KNOX MCGUINNIS,

Debtor.

**MOTION FOR RELIEF  
FROM AUTOMATIC STAY**

Case No. 20-11596-CGM  
Chapter 13

HON. CECELIA G. MORRIS

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Santander Consumer USA Inc., (hereinafter “Santander”), a secured creditor of the above-named Debtor, moves the above-captioned Court for an order modifying the automatic stay pursuant to 11 U.S.C. §362 (d)(1) to permit it to recover and sell one (1) 2012 Jeep Grand Cherokee, more particularly described in the evidence of the recorded lien, which is annexed hereto and made a part hereof as Exhibit “B”:

1. The Court has jurisdiction to hear this motion under 28 U.S.C. §157.
2. Santander is a secured creditor herein and holds a duly perfected purchase money security interest in one (1) 2012 Jeep Grand Cherokee.
3. On February 12, 2016, Debtor, Jodi A Knox, entered into a retail installment contract with Manhattan Jeep Chrysler Dodge, Inc. to purchase one (1) 2012 Jeep Grand Cherokee (hereinafter “collateral”). Pursuant to the terms of the retail installment contract, the Debtor promised to pay the total sales price plus 18.50% interest. The retail installment contract was assigned to Santander. A copy of the contract is annexed hereto and made a part hereof as Exhibit “A”.
4. Pursuant to the terms of the retail installment contract, the Debtor gave a security interest in the collateral to Santander. The security interest was perfected by the filing a Notice of Lien with the New York State Department of Motor Vehicles. Evidence of the recorded lien is annexed hereto and made a part hereof as Exhibit “B”.

5. Debtor filed a petition for relief under Chapter 13 of the United States Code in this Court on July 8, 2020. Pursuant to 11 U.S.C. §362(a)(1), Santander is stayed from proceeding with any action to recover and sell the collateral.

6. According to the records maintained by Santander, as of September 2, 2021, the Debtor was past due for the January 5, 2021 payment and all subsequent payments thereafter totaling \$5,120.00.

7. The outstanding balance under the contract is \$15,552.29 as of September 2, 2021. According to the NADA Guide, the collateral has a trade-in value of \$13,650.00. The relevant page from the NADA Guide is annexed hereto and made a part hereof as Exhibit “C”.

8. Santander requests an award of attorney fees and costs incurred as a result of having to file this motion in the amount of \$538.00.

9. Pursuant to 11 U.S.C. 362(d) a Court may terminate, amend, modify the automatic stay for cause including the lack of adequate protection of an interest in property of the Debtor.

10. The Debtor has failed to make payments as required by the retail installment contract, which constitutes a default under the contract terms.

11. Santander’s interest is not adequately protected as a result of the Debtor’s failure to make the necessary payments.

12. Therefore, sufficient cause exists to grant Santander relief from the automatic stay.

13. By reason of the foregoing, Santander or its assigns should be permitted to recover and sell the aforesaid collateral.

14. It is requested that in the event that an Order Granting Relief from the Automatic Stay is granted, that such Order survive any conversion.

15. In the event the collateral is sold at auction, the Chapter 13 Trustee will receive notice of any surplus monies.

16. No previous application has been made for the relief requested herein.

**WHEREFORE**, Santander Consumer USA Inc., requests that this Court enter an order modifying the automatic stay herein, and awarding Santander's attorneys' fees and costs in the amount \$538.00, together with such other and further relief as to the Court may seem just and proper.

DATED: September 15, 2021

**SCHILLER, KNAPP,  
LEFKOWITZ & HERTZEL, LLP**

By: /s/ Martin A Mooney  
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